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REGISTRATION NO. FILE 1423

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NOV 30 1982-4 25 PM  
INTERSTATE COMMERCE COMMISSION

# VALLEY NATIONAL BANK

NOV 30 1982-4 25 PM

420 NORTH BRAND BOULEVARD / P.O. BOX 950 / GLENDALE, CALIFORNIA 91203 PHONES: 246-6741 - 245-6811

Interstate Commerce Commission  
12 and Constitution Avenue N.W.  
Washington, D. C. 20423

2-3341172

Valley National Bank, Glendale  
(LEGAL OWNER)

Attention: Mildred Lee

No. 1  
NOV 30 1982  
Date  
Fee \$250.00-150.00  
sent by  
ICC Washington, D. C.

Dated October 21, 1982  
Recording pursuant to provisions of  
Sec. 20C of Interstate Commerce Act  
Valley National Bank, Glendale  
(MORTGAGE HOLDER)

Gentlemen:

We have enclosed for recording, pursuant to the provisions of Sec. 20C of the Interstate Commerce Act, three copies of an invoice by California Railcar Corporation to Louis Jones and Donna D. Jones dated October 21, 1982.

In addition, for recording with this invoice, there is attached a Security Agreement covering the equipment being financed by Valley National Bank, Glendale. In connection with the recording of this invoice and Security Agreement dated October 21, 1982 the following information is set forth in accordance with the provisions of Sec. 57.4 of the Commission's order of July 28, 1952, as amended:

Name & Address of Mortgagor/  
Registered Owner:

Louis Jones and Donna D. Jones  
2900 Broadway  
Los Angeles, Calif. 90041

Name & Address of Mortgagee/  
Legal Owner:

Valley National Bank  
420 North Brand Blvd.  
Glendale, CA 91203

General description of equipment covered by lease arrangement and mortgage.

Five (5) 100 Ton Roller Bearing DOT 111A100W1 Exterior Coiled & Insulated Car. CALX 3017, 3018, 3019, 3020 and 3021.

Equipment managed and operated by California Railcar Corporation, 1510 West Verdugo Avenue, Burbank, California 91506. When recording has been completed, please return two counterparts of the instrument, with recording date endorsed thereon, to Valley National Bank, 420 North Brand Boulevard, Glendale, California 91203

Valley National Bank, Glendale

cc: California Railcar Corp.  
Borrower  
File

RECEIVED  
NOV 30 3 57 PM '82  
FEE OPERATION BR  
L.C.C.  
Ellen R. Williams, Vice President/Mgr

**SECURITY AGREEMENT**  
(BANK NOT TO BE IN POSSESSION)

GOODS—Consumer Goods, Equipment, Farm Products and Timber under Contract to be Cut and Removed.

In consideration of the covenants and agreements contained herein, and financial accommodations given, to be given or continued, the undersigned Borrower hereby, pursuant to the California Uniform Commercial Code, grants to the Secured Party (Bank) a security interest in all of the Collateral described in paragraph 3 herein. The security interest created by this Agreement attaches immediately upon execution hereof or as soon as Borrower acquires rights to the Collateral and secures payment of any and all of Borrower's Indebtedness (including all debts, obligations, or liabilities now or hereafter existing, absolute or contingent, and future advances) to Bank.

**1. BORROWER(S)**

a. Louis Jones and Donna D. Jones Social Security or Employer Number  
Name  
b. \_\_\_\_\_  
Trade Name (if any)  
c. 2900 Broadway Los Angeles CA 90041  
Mailing Address City State Zip  
d. \_\_\_\_\_  
Chief Place of Business City State Zip  
e. \_\_\_\_\_  
Residence (individuals) City State Zip

**2. SECURED PARTY—Name and Mailing Address (Transit and A.B.A. No.)**

Valley National Bank 420 N. Brand Blvd., Glendale, CA 91203 90-1865-1222

**3. COLLATERAL DESCRIPTION (AND LOCATION):**

Five (5) 100 Ton Roller Bearing DOT 111A100W1 Exterior Coiled & Insulated Car. CALX 3017, 3018, 3019, 3020 and 3021.

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**4. PURCHASE MONEY SECURITY INTEREST:**

\_\_\_\_\_ If indicated by Borrower's initials, Bank is giving value to enable Borrower to acquire rights in, or the use of, Collateral.

**5. INCORPORATION OF PROVISIONS ON REVERSE:** All provisions on the reverse side are incorporated herein as if set forth fully at this point.

Dated October 21, 1982

X \_\_\_\_\_  
Louis Jones  
X \_\_\_\_\_  
Donna D. Jones

By \_\_\_\_\_

Title \_\_\_\_\_

SIGNATURE OF BORROWER(S)

STATE OF CALIFORNIA,

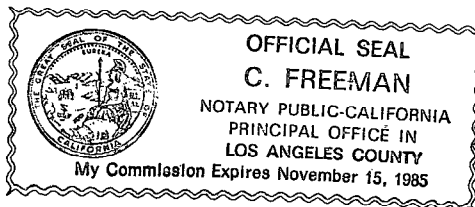
COUNTY OF LOS ANGELES

SS.

ON OCT 22 1982, 19\_\_\_\_,  
before me, the undersigned, a Notary Public in and for said State, personally appeared  
Louis Jones & Donna D. Jones

to be the person whose name s are \_\_\_\_\_, known to me,  
and acknowledged to me that they executed the same.

WITNESS my hand and official seal.



C. Freeman  
Notary Public in and for said State.

Glendale

California

October 21

19 82

\$ 250,000.00

demand, but if no demand is made, then on September 20, 1988

Glendale Main

Branch in the City of

Glendale

California,

TWO HUNDRED FIFTY THOUSAND AND NO/100

Dollars,

with interest from

date

quarterly, with principal of \$12,500.00 + interest

at the rate of 13.00

per cent per annum, computed on a basis of a

365 day year and actual days elapsed, payable

beginning January 20

19 83

\*Rate to be adjusted to 1 point above Bank of America prime on the date it changes.

Any payment of principal or interest not paid when due hereunder shall bear interest from its due date at a rate of interest five per cent per annum higher than the prime interest rate being charged by the bank on the due date of this note, payable on demand. Principal and interest payable in lawful money of the United States. The undersigned further promise to pay all costs of collection, including reasonable attorney's fees, incurred in the collection of this note. The makers, sureties, guarantors and endorsers of this note hereby consent to renewals and extensions of time at or after the maturity hereof and hereby waive diligence, presentment, protest and demand and notice of every kind and (to the full extent permitted by law) the right to plead any statute of limitations as a defense to any demand hereunder or in connection with any security herefor, and hereby agree that no failure on the part of the holder of this note to exercise any power, right or privilege hereunder, or to insist upon prompt compliance with the terms hereof, shall constitute a waiver thereof.

2900 Broadway

Los Angeles, CA 90041

X

Louis Jones

X

Donna D. Jones